

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NORTH CAROLINA  
WESTERN DIVISION  
No. 5:22-CV-187-BO

JOSE CRUZ MARTINEZ- )  
MORALES, MARGARITO DE LA )  
CRUZ-NAVA, CUAUHTÉMOC )  
FLORENCIO-GUTIERREZ, )  
MARISOL FLORENCIO- )  
GUTIERREZ, AGUSTIN )  
FLORENCIO- SANCHEZ, JEIDY )  
FLORES-ARRIAGA, ROSE IRMA )  
GOMEZ-HERNANDEZ, IVAN )  
OSWALDO MEZA-GARCIA, )  
FELICIANO NAVARRETE- )  
FLORES, PEDRO PROCOPIO- )  
DIAZ, JOSE ROMERO-PATRICIO, )  
BENIN BETUEL VARGAS- )  
ESPIRITU, and SERGIO )  
VILLALVA-GATICA, on behalf of )  
themselves and other similarly )  
situated persons, )

Plaintiffs, )

v. )

VALENTINO LOPEZ, JR. aka )  
and/or d/b/a VALENTINO LOPEZ )  
AND VALENTINO LOPEZ )  
GOMEZ, GILBERTO LOPEZ, )  
HANNAH FORREST FARMS, LLC )  
aka and/or d/b/a HANNAH )  
FORREST BLUEBERRIES, LLC, )  
and RONNIE CARTER FARMS, )  
INC., )

Defendants. )

**RONNIE CARTER FARMS, INC.'S  
ANSWER TO PLAINTIFF'S  
AMENDED COMPLAINT**

Defendant Ronnie Carter Farms, Inc. (“Ronnie Carter Farms”) responds to the individually numbered paragraphs of Plaintiffs’ Amended Complaint [DE 41] as follows:

1. Ronnie Carter Farms admits that H-2A temporary workers worked at its farms during the 2020 agricultural season, but denies that these workers were employees of Ronnie Carter Farms. It is also admitted that the Amended Complaint purports to assert various claims under the Fair Labor Standards Act, the North Carolina Wage and Hour Act, the Trafficking Victims Protection Reauthorization Act of 2005, North Carolina human trafficking laws, and the common law of contracts, but denied that Ronnie Carter Farms is liable to the Plaintiffs under any of these causes of action. Except as expressly admitted, denied.
2. Ronnie Carter Farms admits that in 2020 it contracted with one or more farm labor contractors to provide H-2A labor to Ronnie Carter Farms to assist in Ronnie Carter Farms’ agricultural operations. Except as expressly admitted, these allegations are denied.
3. Ronnie Carter Farms admits that in 2020 it contracted with one or more farm labor contractors to provide H-2A labor to Ronnie Carter Farms to assist in Ronnie Carter Farms’ agricultural operations. Except as expressly admitted, these allegations are denied.
4. Denied for lack of information and belief.
5. Denied for lack of information and belief.

6. Denied for lack of information and belief.
7. Denied for lack of information and belief.
8. Ronnie Carter Farms admits that Plaintiffs purport to assert various claims against it and the other defendants in this action. Ronnie Carter Farms denies that the claims against it are valid and denies that it owes any damages to the named Plaintiffs. Except as expressly admitted, these allegations are denied.
9. Denied for lack of information and belief.
10. Ronnie Carter Farms admits that Plaintiffs seek various forms of relief from it and the other defendants in this action. Ronnie Carter Farms denies that the claims against it are valid and denies that it owes any damages to the named Plaintiffs. Except as expressly admitted, these allegations are denied.
11. Ronnie Carter Farms admits that this Court has jurisdiction over the subject matter of this action.
12. Ronnie Carter Farms admits that this Court has the power to grant declaratory relief in this action, but denies that the declaratory relief requested by Plaintiffs should be allowed.
13. Ronnie Carter Farms admits that the United States District Court for the Eastern District of North Carolina is a proper venue for this action.
14. Denied for lack of information and belief.
15. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
16. Denied for lack of information and belief.

17. Admitted upon information and belief.
18. Denied for lack of information and belief.
19. Denied for lack of information and belief.
20. Denied for lack of information and belief.
21. It is admitted, on information and belief, that Hannah Forrest Farms owns and/or operates one or more blueberry farms. Except as expressly admitted, these allegations are denied for lack of information and belief.
22. Admitted.
23. Admitted.
24. Denied.
25. Denied.
26. Ronnie Carter Farms admits that it owned and operated blueberry farms in or near Harrells, North Carolina during the 2020 agricultural season. Except as expressly admitted, these allegations are denied.
27. It is admitted, on information and belief, that Valentino Lopez has been registered with the US Department of Labor as a Farm Labor Contractor during certain years. Except as expressly admitted, these allegations are denied for lack of information and belief.
28. It is admitted, on information and belief, that Valentino Lopez, Jr. has been registered with the US Department of Labor as a Farm Labor Contractor during certain years and that in this role he employed agricultural workers who were working in the United States through the H-2A visa program. Except

as expressly admitted, these allegations are denied for lack of information and belief.

29. Denied for lack of information and belief.

30. Denied for lack of information and belief.

31. Denied for lack of information and belief.

32. Denied for lack of information and belief.

33. Denied for lack of information and belief.

34. Denied for lack of information and belief.

35. Denied for lack of information and belief.

36. Denied for lack of information and belief.

37. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

38. Denied.

39. Denied.

40. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

41. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

42. It is admitted, on information and belief, that Valentino Lopez, Jr. has been registered with the US Department of Labor as a Farm Labor Contractor during certain years and that in this role he employed agricultural workers who were working in the United States through the H-2A visa program. Except

as expressly admitted, these allegations are denied for lack of information and belief.

43. Denied for lack of information and belief.

44. Denied for lack of information and belief.

45. Denied for lack of information and belief.

46. Admitted.

47. Admitted.

48. Ronnie Carter Farms admits that in 2020 Defendant Lopez Jr. entered into contract with Ronnie Carter Farms and provided H-2A labor to Ronnie Carter Farms. Except as expressly admitted, these allegations are denied for lack of information and belief.

49. Ronnie Carter Farms admits that in 2020 Ronnie Carter Farms provided migrant labor camp housing for certain H-2A workers employed by Defendant Lopez Jr. Except as expressly admitted, these allegations are denied for lack of information and belief.

50. Denied for lack of information and belief.

51. Admitted.

52. Admitted.

53. Denied for lack of information and belief.

54. Denied for lack of information and belief.

55. Denied for lack of information and belief.

56. In answer to Paragraph 56, and all subparts, of the Amended Complaint, Ronnie Carter Farms states that the document referred to in Plaintiff's Amended Complaint as the "2020 Berry Clearance Order" is the best evidence of its contents and speaks for itself. The allegations in Paragraph 56 of the Amended Complaint, and all subparts, are denied to the extent they misstate the 2020 Berry Clearance Order.

57. Denied for lack of information and belief.

58. In answer to Paragraph 58 of the Amended Complaint, Ronnie Carter Farms states that the 2020 Berry Clearance Order is the best evidence of its contents and speaks for itself. The allegations in Paragraph 58 are denied to the extent they misstate the 2020 Berry Clearance Order.

59. In answer to Paragraph 59 of the Amended Complaint, Ronnie Carter Farms states that the 2020 Berry Clearance Order is the best evidence of its contents and speaks for itself. The allegations in Paragraph 59 are denied to the extent they misstate the 2020 Berry Clearance Order.

60. In answer to Paragraph 60 of the Amended Complaint, Ronnie Carter Farms states that the 2020 Berry Clearance Order is the best evidence of its contents and speaks for itself. The allegations in Paragraph 60 are denied to the extent they misstate the 2020 Berry Clearance Order.

61. In answer to Paragraph 61 of the Amended Complaint, Ronnie Carter Farms states that the 2020 Ronnie Carter Berry Contract is the best evidence of its

contents and speaks for itself. The allegations in Paragraph 61 are denied to the extent they misstate the 2020 Berry Clearance Order.

62. Denied for lack of information and belief.

63. Denied as stated.

64. The allegations of paragraph 64 are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief, including all subparts.

65. The allegations of paragraph 65 are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

66. The allegations of paragraph 66 are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

67. The allegations of paragraph 67 are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

68. The allegations of paragraph 68 are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

69. Denied for lack of information and belief.

70. Denied for lack of information and belief.



71. Ronnie Carter Farms admits that it provided housing for some H-2A workers in 2020 who were working in sweet potatoes. Except as expressly admitted, these allegations are denied.

72. Denied for lack of information and belief.

73. Denied for lack of information and belief.

74. Denied for lack of information and belief.

75. Denied for lack of information and belief.

76. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

77. Denied for lack of information and belief.

78. Denied for lack of information and belief.

79. Denied for lack of information and belief.

80. Denied for lack of information and belief.

81. Denied for lack of information and belief.

82. Denied for lack of information and belief.

83. Denied for lack of information and belief.

84. Denied for lack of information and belief.

85. Denied for lack of information and belief.

86. Denied for lack of information and belief.

87. Denied for lack of information and belief.

88. Denied for lack of information and belief.

89. Denied for lack of information and belief.

90. Denied for lack of information and belief.
91. Denied for lack of information and belief.
92. Denied for lack of information and belief.
93. Denied for lack of information and belief.
94. Denied for lack of information and belief.
95. Denied for lack of information and belief.
96. Denied for lack of information and belief.
97. Denied for lack of information and belief.
98. Denied for lack of information and belief.
99. Denied for lack of information and belief.
100. Denied for lack of information and belief.
101. Denied for lack of information and belief.
102. Denied for lack of information and belief.
103. Denied for lack of information and belief.
104. Denied for lack of information and belief.
105. Denied for lack of information and belief.
106. Denied for lack of information and belief.
107. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
108. Denied for lack of information and belief.
109. Denied for lack of information and belief.
110. Denied for lack of information and belief.

- 111. Denied for lack of information and belief.
- 112. Admitted.
- 113. Denied for lack of information and belief.
- 114. Ronnie Carter Farms admits that Defendant Lopez Jr. provided H-2A labor and workers to Ronnie Carter Farms and that Defendant Lopez Jr. supervised these workers on a farm owned by Ronnie Carter Farms. Except as expressly admitted, these allegations are denied.
- 115. Denied for lack of information and belief.
- 116. Denied as stated.
- 117. Denied.
- 118. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
- 119. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
- 120. Denied for lack of information and belief.
- 121. Denied for lack of information and belief.
- 122. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
- 123. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
- 124. Denied for lack of information and belief.

125. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
126. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
127. Denied for lack of information and belief.
128. Denied for lack of information and belief.
129. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
130. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
131. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
132. Denied for lack of information and belief.
133. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
134. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
135. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

136. Ronnie Carter Farms admits that it housed certain H-2A workers during the 2020 agricultural season. Except as expressly admitted, these allegations are denied.
137. Ronnie Carter Farms admits that it operated a labor camp that housed some H-2A workers during the 2020 agricultural season. Except as expressly admitted, these allegations are denied.
138. Ronnie Carter Farms admits that its labor camp is accessible by dirt road. Except as expressly admitted, these allegations are denied as stated.
139. Denied for lack of information and belief.
140. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
141. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
142. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
143. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

144. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
145. Denied for lack of information and belief.
146. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
147. Denied.
148. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
149. Denied for lack of information and belief.
150. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
151. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
152. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
153. Denied for lack of information and belief.

154. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

155. Denied for lack of information and belief.

156. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

157. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

158. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

159. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

160. Denied for lack of information and belief.

161. Ronnie Carter Farms admits that the H-2A visas for those employees of Defendant Lopez Jr. who worked at its farm during the 2020 agricultural season were set to expire on or around July 1, 2020.

162. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
163. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
164. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
165. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
166. Denied for lack of information and belief.
167. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
168. Denied for lack of information and belief.
169. Denied for lack of information and belief.
170. Denied for lack of information and belief.
171. Denied for lack of information and belief.
172. Denied for lack of information and belief.
173. Denied for lack of information and belief.
174. Denied for lack of information and belief.
175. Denied for lack of information and belief.



176. Denied for lack of information and belief.
177. Denied for lack of information and belief.
178. Denied for lack of information and belief.
179. Denied for lack of information and belief.
180. Denied for lack of information and belief.
181. Denied for lack of information and belief.
182. Ronnie Carter Farms adopts and re-alleges its answers to all paragraphs above as though fully set forth herein.
183. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
184. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
185. Ronnie Carter Farms adopts and re-alleges its answers to all paragraphs above as though fully set forth herein.
186. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
187. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.
188. Ronnie Carter Farms adopts and re-alleges its answers to all paragraphs above as though fully set forth herein.
189. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

190. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

191. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

192. Ronnie Carter Farms adopts and re-alleges its answers to all paragraphs above as though fully set forth herein.

193. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

194. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

195. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

196. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

197. Ronnie Carter Farms adopts and re-alleges its answers to all paragraphs above as though fully set forth herein.

198. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

199. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
200. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
201. Ronnie Carter Farms adopts and re-alleges its answers to all paragraphs above as though fully set forth herein.
202. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
203. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
204. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.
205. Ronnie Carter Farms adopts and re-alleges its answers to all paragraphs above as though fully set forth herein.
206. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

207. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

208. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

209. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

210. Ronnie Carter Farms adopts and re-alleges its answers to all paragraphs above as though fully set forth herein.

211. The allegations in this paragraph are not directed to Ronnie Carter Farms and so no response is required from it. To the extent that any response is required, these allegations are denied for lack of information and belief.

212. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

213. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

214. Denied as to Ronnie Carter Farms. Otherwise denied for lack of information and belief.

215. Paragraph 215 of the Amended Complaint does not assert an allegation that requires a response. To the extent that a response is required, it is admitted that a jury trial has been demanded in this action.

ALL ALLEGATIONS IN PLAINTIFFS' AMENDED COMPLAINT NOT EXPRESSLY ADMITTED ARE DENIED, INCLUDING THE PRAYER OR DEMAND FOR RELIEF.

### **FIRST DEFENSE**

To the extent that any Plaintiff abandoned his or her job during the term of the job order(s) at issue in this action, their claims for reimbursement of certain expenses and/or for certain wages are limited or barred pursuant to 20 CFR § 655.122.

### **SECOND DEFENSE**

Ronnie Carter Farms' actions were done in good faith and it pleads the provisions of 29 USC § 260 in bar to or limitation of claims made by any Plaintiff pursuant to the Fair Labor Standards Act ("FLSA") and the North Carolina Wage and Hour Act ("NCWHA"), to the extent that the NCWHA incorporates the standards, definitions, or other content of the FLSA.

### **THIRD DEFENSE**

Ronnie Carter Farms denies, for lack of information and belief, that Plaintiffs are human trafficking victims, or victims of the activities specified in Title 18, Chapter 77 of the United States Code or in N.C. Gen. Stat. 14-43.18. As such, all claims premised on these statutes should be dismissed with prejudice.

### **FOURTH DEFENSE**

Ronnie Carter Farms did not knowingly obtain the labor or services of Plaintiffs in violation of 18 USC § 1589.

#### **FIFTH DEFENSE**

Ronnie Carter Farms did not knowingly benefit from participation in a venture that they knew or should have known was in violation of 18 USC § 1589.

#### **SIXTH DEFENSE**

To the extent applicable, Ronnie Carter Farms plead the exemptions or exclusions contained in the FLSA and the NCWHA for agricultural employees, including, but not limited to, those set out at N.C. Gen. Stat. § 95-25.14(a)(2), 29 USC § 213(a)(6), 29 USC § 213(b)(12), 29 USC § 213(b)(16), and 29 USC § 207(g) in bar to or limitation of Plaintiffs' claims against them under the FLSA and, as applicable, the NCWHA.

#### **SEVENTH DEFENSE**

Plaintiffs' claims are barred to the extent that Plaintiffs seek to assert claims on behalf of any employees or other persons who are exempt from the FLSA, NCWHA, TVPA, or other applicable statute or regulation.

#### **EIGHTH DEFENSE**

Plaintiffs' claims under the applicable statute(s) are barred to the extent that Plaintiffs, or other person on whose behalf Plaintiffs seek to assert a claim, have submitted or participated in preparing false and/or otherwise inaccurate time reports, field tally sheets, or other documents or records, or otherwise misstated the dates, times, or places that they performed any work for Ronnie Carter Farms.

### **NINTH DEFENSE**

Plaintiffs' claims are barred to the extent that they have been paid all amounts due.

### **TENTH DEFENSE**

Plaintiffs' claims are barred to the extent they seek to recover compensation for activities that are non-compensable.

### **ELEVENTH DEFENSE**

At least some of the activities for which Plaintiffs allegedly were not compensated may involve only insubstantial or insignificant periods of time, or are *de minimus*, and are not compensable under any applicable law or regulation.

### **TWELFTH DEFENSE**

Ronnie Carter Farms pleads all applicable statutes of limitation in bar to Plaintiffs' claims including, but not limited to, the limitations set out at N.C. Gen. Stat. § 95-25.22(f) and 29 USC § 255(a). Further, Ronnie Carter Farms denies that any conduct by it was willful for purposes of determining the statute of limitations under the FLSA. Ronnie Carter Farms specifically pleads the statute of limitations as to any FLSA claim by any potential collective action member who has not signed and filed a consent or similar form within two years after any alleged failure to properly pay them by Ronnie Carter Farms, and as to any claim under the NCWHA more than two years after the alleged failure to pay wages when due.

### **THIRTEENTH DEFENSE**

Ronnie Carter Farms pleads the affirmative defenses of credit, set-off, and recoupment to Plaintiffs' claims to the extent that any Plaintiff has already been paid some or all of the amounts sought in this litigation or to the extent that any Plaintiff otherwise owes money to Ronnie Carter Farms.

### **FOURTEENTH DEFENSE**

To the extent any alleged agent of Ronnie Carter Farms engaged in conduct that was illegal (which is denied) and that conduct was not approved, ratified, or condoned by Ronnie Carter Farms, those actions or omissions were outside the course and scope of any employment or agency relationship and Ronnie Carter Farms is not liable for those actions.

### **FIFTEENTH DEFENSE**

To the extent that Plaintiffs seek recovery of any transportation or subsistence expenses incurred after their separation from employment, Ronnie Carter Farms pleads the provisions of 29 CFR § 655.122(n) as a bar to such a claim to the extent of any Plaintiffs' job abandonment.

### **SIXTEENTH DEFENSE**

Ronnie Carter Farms pleads lack of standing on the part of Plaintiffs to the extent that they are not members of the collective action group(s) that they seek to represent in this action.



### **SEVENTEENTH DEFENSE**

To the extent that Plaintiffs seek recovery under N.C. Gen. Stat. § 14-43.18 for events occurring before July 1, 2019, those claims are subject to dismissal since that is the effective date of the statute and it applies only to actions arising on or after that date.

### **EIGHTEENTH DEFENSE**

Ronnie Carter Farms denies that it was an employer of any of the named Plaintiffs in this action.

### **NINETEENTH DEFENSE**

Ronnie Carter Farms further alleges that it paid all amounts owed to Defendant Lopez Jr. all amounts owed under its contract with him for the 2020 agricultural season and so pleads the affirmative defenses of payment and accord and satisfaction as to any claims asserted against it in this action.

WHEREFORE, Ronnie Carter Farms makes the following prayer for relief:

1. That Plaintiffs recover nothing from them and that Plaintiffs' claims be dismissed with prejudice;
2. That Plaintiffs' claims for declaratory relief be denied;
3. That the costs of this action, including reasonable attorneys' fees as allowed by law, be taxed against Plaintiffs;
4. For a trial by jury on all contested issues of fact as allowed by law; and
5. For such other relief as the Court deems just and proper.

This the 29<sup>th</sup> day of August 2022.

By: /s/ Marshall Wall  
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*Attorneys for Ronnie Carter Farms, Inc.*

IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NORTH CAROLINA  
WESTERN DIVISION  
No. 5: 22-CV-187-BO

JOSE CRUZ MARTINEZ- )  
MORALES, et al., )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
VALENTINO LOPEZ, JR., et al., )  
 )  
Defendants. )  
\_\_\_\_\_ )

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on August 29, 2022 the foregoing *Answer to Amended Complaint* was filed electronically with the Clerk of the United States District Court for the Eastern District of North Carolina using the CM/ECF system which will send notification of this filing and an electronic copy of the same to all counsel of record registered with the CM/ECF system.

By: /s/ Marshall Wall  
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*Attorneys for Ronnie Carter Farms, Inc.*